

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

Case No. _____

v.

KOEHLER DAIRY FARM, LLC
811 South Irish Road, Apartment 4
Chilton, WI 53014-9331

COMPLAINT

JOSEPH T. KOEHLER
811 South Irish Road, Apartment 4
Chilton, WI 53014-9331

MICHELLE M. KOEHLER
811 South Irish Road, Apartment 4
Chilton, WI 53014-9331

U.S. BANK TRUST NATIONAL ASSOCIATION
60 Livingston Avenue
EP-MN-WS3D
St. Paul, MN 55017

JUNG SEED GENETICS
c/o David Wild, Registered Agent
335 South High Street
Randolph, WI 53957

NUTRITION SERVICE COMPANY, INC
c/o Robert Block, Registered Agent
W249 Deer Drive
Pulaski, WI 54162

PACKERLAND WHEY PRODUCTS, INC.
c/o Glenda Dahl, Registered Agent
407 4th Street
Luxemburg, WI 54217

JOSEPH SCHUH
112 2nd Avenue
Saint Nazianz, WI 54232

FOXLAND HARVESTORE, INC.
c/o Joseph Gries
2500 Tower Drive
Kaukauna, WI 54130

JACK KALTENBERG
P.O. Box 777
Sun Prairie, WI 53590

UNITED COOPERATIVE
N7160 Raceway Road
Beaver Dam, WI 53916

DIDION ETHANOL, LLC
c/o John Didion, Registered Agent
520 Hartwig BLVD
Johnson Creek, WI 53038-9314

Defendants.

Comes now plaintiff, United States of America, acting through the Farm Service Agency, United States Department of Agriculture, by Matthew D. Krueger, United States Attorney for the Eastern District of Wisconsin, and Carter B. Stewart, Assistant United States Attorney, and for its cause of action alleges that:

1. This is a civil action brought by the United States of America under the provisions of 28 U.S.C. § 1345 to foreclose upon real estate held by Defendants Koehler Dairy Farm, LLC and Joseph and Michelle Koehler (the Koehler's).

2. Defendants Koehler Dairy Farm, LLC, Joseph T. Koehler and Michelle M. Koehler have executed a promissory note, secured by a mortgage upon real estate within the jurisdiction of this court.

3. Defendants Koehler Dairy Farm, LLC, Joseph T. Koehler and Michelle M. Koehler executed and delivered to plaintiff, acting through the Farm Service Agency, United States Department of Agriculture, the following promissory note:

| <u>DATE</u> | <u>AMOUNT</u> | <u>EXHIBIT (hereto annexed)</u> |
|--------------|---------------|---------------------------------|
| May 12, 2010 | \$48,330 | A |

4. To secure said note, defendants Joseph T. Koehler and Michelle M. Koehler executed and delivered to plaintiff the following duly recorded mortgage upon certain real estate within the jurisdiction of this Court:

| <u>DATE</u> | <u>EXHIBIT (hereto annexed)</u> |
|--------------|---------------------------------|
| May 12, 2010 | B |

5. Said Defendants have failed to make the required payments towards the above debts and, therefore, have defaulted under the terms of the applicable loan instruments.

6. Said defendants being in default, plaintiff served upon them a Notice of Acceleration of Indebtedness and Demand for Payment, a copy of which is hereto annexed as Exhibit C.

7. Said defendants owe plaintiff under the provisions of the note and mortgage a balance of \$35,294.99 as of December 13, 2019. A Statement of Account is attached hereto as Exhibit D.

8. Community Bank & Trust purports to have a prior interest in the real property by virtue of a mortgage recorded on June 25, 2004, as document number 379414, in the original amount of \$70,000.00. Said mortgage was assigned to U.S. Bank Trust National Association as Trustee of the Bungalow Series III Trust by an instrument recorded on June 28, 2019 as Document No. 539827.

9. The other defendants purport to have interest in the mortgaged premises but any such interests are junior and subordinate to the interest of the plaintiff.

WHEREFORE, plaintiff prays that an accounting be taken under the direction of this Court of what is due for principal and interest on the note and mortgage, and that a decree be entered as follows:

- (a) That defendants Koehler Dairy Farm, LLC, Joseph T. Koehler and Michelle M. Koehler pay to plaintiff the principal of \$32,243.97 and interest of \$3,051.02, together with interest from December 14, 2019 at the rate of \$3.3127 per day computed as provided in the note and mortgage up to the date on which the decree is entered, plus interest thereafter according to law, costs, disbursements, and expenses;
- (b) Or in default of such payment, that all legal right, title, and interest that said defendants have in the property described in said mortgage be sold at public sale in accordance with 28 U.S.C. §§ 2001-2003, inclusive, and that the amounts due to plaintiff be paid out of the proceeds of the sale pursuant to the lien priority of each mortgage;
- (c) That the defendants and all persons claiming or who may claim by, from, or under them be absolutely barred and foreclosed from all rights and equity of redemption in the property;
- (d) That if the proceeds of the sale exceed the sum of money to be paid to plaintiff, any such excess be deposited with the Clerk of this Court subject to further orders of the Court; and
- (e) For such other and further relief as is just.

Dated at Milwaukee, Wisconsin this 3rd day of March, 2020

MATTHEW D. KRUEGER
United States Attorney

By: *s/Carter B. Stewart*

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